

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81C8X-0299-7169		PAGE 1 OF 71	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW43-01-T-7066	
7. FOR SOLICITATION INFORMATION CALL		a. NAME LISA A GROSS				b. TELEPHONE NUMBER (No Collect Calls) 314-331-8514	
9. ISSUED BY CONTRACTING DIVISION USARMY ENGR DIST ST LOUIS 1222 SPRUCE ST, RM 4.207 ST LOUIS MO 63103-2833 TEL: FAX:		CODE DACW43		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100%FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 0782 SIZE STANDARD: \$5,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13 a. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> UNDER DPAS (15 CFR 700) 13 b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO RIVERLANDS WEST ALTON OFFICE 301 RIVERLANDS WAY WEST ALTON MO 63386		CODE B3M0N30		16. ADMINISTERED BY SEE ITEM 9			
17 a. CONTRACTOR/ OFFEROR TEL.		CODE FACILITY CODE TEL.		18 a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21 QUANTITY		22. UNIT	
		SEE SCHEDULE					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	VEGETATIVE MAINTENANCE - BASE YEAR FFP PURCHASE REQUEST NUMBER W81C8X-0299-7169	1.00	Lump Sum		
				NET AMT	_____
1001	VEGETATIVE MAINTENANCE - Option Year 1 FFP PURCHASE REQUEST NUMBER W81C8X-0299-7169	1.00	Lump Sum		
				NET AMT	_____
2001	VEGETATIVE MAINTENANCE - Option Year 2 FFP PURCHASE REQUEST NUMBER W81C8X-0299-7169	1.00	Lump Sum		
				NET AMT	_____
3001	VEGETATIVE MAINTENANCE - Option Year 3 FFP PURCHASE REQUEST NUMBER W81C8X-0299-7169	1.00	Lump Sum		
				NET AMT	_____
4001	VEGETATIVE MAINTENANCE - Option Year 4 FFP PURCHASE REQUEST NUMBER W81C8X-0299-7169	1.00	Lump Sum		
				NET AMT	_____

CLAUSES INCORPORATED BY FULL TEXT

BID NOTES
VEGETATIVE MAINTENANCE

SCOPE OF WORK. Work covered by this contract and its respective task orders against this contract shall consist of performing vegetative management services in accordance with the performance-based specifications contained herein and contained in task orders issued against this contract. Location of the work to be performed shall be at the Mississippi River Nine Foot Navigation Project, Lock and Dam 24 Project, Pike County, Missouri and Pike and Calhoun Counties, Illinois. Lock and Dam 25 Project, Pike and Lincoln Counties, Missouri and Calhoun County, Illinois. Melvin Price Locks and Dam Project, St. Charles County, Missouri and Madison, Jersey, and Calhoun Counties, Illinois. Locks 27, Dam 27 and Chain of Rocks Canal Project, Madison County, Illinois.

NOTE 1: All quantities are estimated and are to be used for evaluation only.

NOTE 2: The following are the abbreviations listed in the U/M (unit of measure) column:

AC = acre, LF = linear foot, HR = hour, SF = square foot, TN = ton, SY = square yard

NOTE 3: This solicitation contains a renewal option clause. The renewal option(s) is (are) to be exercised at the discretion of the Government only and will be binding on the Contractor if a decision is made by the Government to exercise the option(s). Bidders are advised that such options as may be exercised will be exercised at the unit prices bid for that specific renewal option year.

Cumulative Guaranteed Minimum: \$ 10,000 (Base Year) and \$5,000 (each option year, if exercised).

Cumulative Maximum: \$ 500,000

Minimum and maximum task order amounts are referenced in Contract Clauses.

NOTE 4: A site visit is scheduled for May 8, 2001 (Tuesday) at 10:00 am at the Rivers Project Office, 301 Riverlands Way, West Alton, MO 63386.

BASE YEAR

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	Litter Pickup	400	AC	\$ _____	\$ _____
0002	Type I Mowing/Trimming	3,900	AC	\$ _____	\$ _____
0003	Type II Mowing/Trimming	175	AC	\$ _____	\$ _____
0004	Type III Mowing/Trimming	2,560	AC	\$ _____	\$ _____
0005	Type IV Mowing/Trimming	70	AC	\$ _____	\$ _____
0006	Type V Mowing/Trimming	60	AC	\$ _____	\$ _____
0007	Type VI Mowing/Trimming	30	AC	\$ _____	\$ _____
0008	Type I Trimming	158,000	SF	\$ _____	\$ _____
0009	Type I Herbicide Application	225	AC	\$ _____	\$ _____
0010	Type II Herbicide Application	285,140	LF	\$ _____	\$ _____
0011	Type III Herbicide Application	160	HR	\$ _____	\$ _____
0012	Disking / Harrowing / Cult packing	1,030	AC	\$ _____	\$ _____
0013	Broadcast Seeding	180,000	SY	\$ _____	\$ _____
0014	Hydraulic Seeding	20	HR	\$ _____	\$ _____
0015	Type I Planting	120	AC	\$ _____	\$ _____
0016	Type II Planting	100	AC	\$ _____	\$ _____
0017	Mulching	25	TN	\$ _____	\$ _____
0018	Wood Chipping	200	HR	\$ _____	\$ _____
0019	Stump Grinding	30	HR	\$ _____	\$ _____
0020	Tree Transplanting	55	HR	\$ _____	\$ _____
0021	Clearing Miscellaneous Vegetation	240	HR	\$ _____	\$ _____
0022	Heavy Marine Transport Vessel Service	10	HR	\$ _____	\$ _____

0023	Light Marine Transport Vessel Service	25	HR	\$ _____	\$ _____
TOTAL BASE YEAR \$ _____					

OPTION YR 1

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1001	Litter Pickup	400	AC	\$ _____	\$ _____
1002	Type I Mowing/Trimming	3,900	AC	\$ _____	\$ _____
1003	Type II Mowing/Trimming	175	AC	\$ _____	\$ _____
1004	Type III Mowing/Trimming	2,560	AC	\$ _____	\$ _____
1005	Type IV Mowing/Trimming	70	AC	\$ _____	\$ _____
1006	Type V Mowing/Trimming	60	AC	\$ _____	\$ _____
1007	Type VI Mowing/Trimming	30	AC	\$ _____	\$ _____
1008	Type I Trimming	158,000	SF	\$ _____	\$ _____
1009	Type I Herbicide Application	225	AC	\$ _____	\$ _____
1010	Type II Herbicide Application	285,140	LF	\$ _____	\$ _____
1011	Type III Herbicide Application	160	HR	\$ _____	\$ _____
1012	Disking / Harrowing / Cult packing	1,030	AC	\$ _____	\$ _____
1013	Broadcast Seeding	130,000	SY	\$ _____	\$ _____
1014	Hydraulic Seeding	20	HR	\$ _____	\$ _____
1015	Type I Planting	120	AC	\$ _____	\$ _____
1016	Type II Planting	10	AC	\$ _____	\$ _____
1017	Mulching	25	TN	\$ _____	\$ _____
1018	Wood Chipping	200	HR	\$ _____	\$ _____
1019	Stump Grinding	30	HR	\$ _____	\$ _____
1020	Tree Transplanting	50	HR	\$ _____	\$ _____
1021	Clearing Miscellaneous Vegetation	240	HR	\$ _____	\$ _____
1022	Heavy Marine Transport Vessel Service	10	HR	\$ _____	\$ _____
1023	Light Marine Transport Vessel Service	25	HR	\$ _____	\$ _____

TOTAL OPTION YR 1 \$ _____

OPTION YR 2

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
2001	Litter Pickup	400	AC	\$ _____	\$ _____
2002	Type I Mowing/Trimming	3,900	AC	\$ _____	\$ _____
2003	Type II Mowing/Trimming	175	AC	\$ _____	\$ _____
2004	Type III Mowing/Trimming	2,560	AC	\$ _____	\$ _____
2005	Type IV Mowing/Trimming	70	AC	\$ _____	\$ _____
2006	Type V Mowing/Trimming	60	AC	\$ _____	\$ _____
2007	Type VI Mowing/Trimming	30	AC	\$ _____	\$ _____
2008	Type I Trimming	158,000	SF	\$ _____	\$ _____
2009	Type I Herbicide Application	225	AC	\$ _____	\$ _____
2010	Type II Herbicide Application	285,140	LF	\$ _____	\$ _____
2011	Type III Herbicide Application	160	HR	\$ _____	\$ _____
2012	Disking / Harrowing / Cult packing	1,030	AC	\$ _____	\$ _____
2013	Broadcast Seeding	130,000	SY	\$ _____	\$ _____
2014	Hydraulic Seeding	20	HR	\$ _____	\$ _____
2015	Type I Planting	120	AC	\$ _____	\$ _____
2016	Type II Planting	100	AC	\$ _____	\$ _____
2017	Mulching	25	TN	\$ _____	\$ _____
2018	Wood Chipping	200	HR	\$ _____	\$ _____
2019	Stump Grinding	30	HR	\$ _____	\$ _____
2020	Tree Transplanting	50	HR	\$ _____	\$ _____
2021	Clearing Miscellaneous Vegetation	240	HR	\$ _____	\$ _____

2022	Heavy Marine Transport Vessel Service	10	HR	\$ _____	\$ _____
2023	Light Marine Transport Vessel Service	25	HR	\$ _____	\$ _____

TOTAL OPTION YR 2 \$ _____

OPTION YR 3

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
3001	Litter Pickup	400	AC	\$ _____	\$ _____
3002	Type I Mowing/Trimming	3,900	AC	\$ _____	\$ _____
3003	Type II Mowing/Trimming	175	AC	\$ _____	\$ _____
3004	Type III Mowing/Trimming	2,560	AC	\$ _____	\$ _____
3005	Type IV Mowing/Trimming	70	AC	\$ _____	\$ _____
3006	Type V Mowing/Trimming	60	AC	\$ _____	\$ _____
3007	Type VI Mowing/Trimming	30	AC	\$ _____	\$ _____
3008	Type I Trimming	158,000	SF	\$ _____	\$ _____
3009	Type I Herbicide Application	225	AC	\$ _____	\$ _____
3010	Type II Herbicide Application	285,140	LF	\$ _____	\$ _____
3011	Type III Herbicide Application	160	HR	\$ _____	\$ _____
3012	Disking / Harrowing / Cult packing	1,030	AC	\$ _____	\$ _____
3013	Broadcast Seeding	130,000	SY	\$ _____	\$ _____
3014	Hydraulic Seeding	20	HR	\$ _____	\$ _____
3015	Type I Planting	120	AC	\$ _____	\$ _____
3016	Type II Planting	100	AC	\$ _____	\$ _____
3017	Mulching	25	TN	\$ _____	\$ _____
3018	Wood Chipping	200	HR	\$ _____	\$ _____
3019	Stump Grinding	30	HR	\$ _____	\$ _____
3020	Tree Transplanting	50	HR	\$ _____	\$ _____
3021	Clearing Miscellaneous Vegetation	240	HR	\$ _____	\$ _____
3022	Heavy Marine Transport Vessel Service	10	HR	\$ _____	\$ _____
3023	Light Marine Transport Vessel Service	25	HR	\$ _____	\$ _____

TOTAL OPTION YR 3 \$ _____

OPTION YR 4

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
4001	Litter Pickup	400	AC	\$ _____	\$ _____
4002	Type I Mowing/Trimming	3,900	AC	\$ _____	\$ _____
4003	Type II Mowing/Trimming	175	AC	\$ _____	\$ _____
4004	Type III Mowing/Trimming	2,560	AC	\$ _____	\$ _____
4005	Type IV Mowing/Trimming	70	AC	\$ _____	\$ _____
4006	Type V Mowing/Trimming	60	AC	\$ _____	\$ _____
4007	Type VI Mowing/Trimming	30	AC	\$ _____	\$ _____
4008	Type I Trimming	158,000	SF	\$ _____	\$ _____
4009	Type I Herbicide Application	225	AC	\$ _____	\$ _____
4010	Type II Herbicide Application	285,140	LF	\$ _____	\$ _____
4011	Type III Herbicide Application	160	HR	\$ _____	\$ _____
4012	Disking / Harrowing / Cult packing	1,030	AC	\$ _____	\$ _____
4013	Broadcast Seeding	130,000	SY	\$ _____	\$ _____
4014	Hydraulic Seeding	20	HR	\$ _____	\$ _____
4015	Type I Planting	120	AC	\$ _____	\$ _____
4016	Type II Planting	100	AC	\$ _____	\$ _____
4017	Mulching	25	TN	\$ _____	\$ _____
4018	Wood Chipping	200	HR	\$ _____	\$ _____
4019	Stump Grinding	30	HR	\$ _____	\$ _____

4020	Tree Transplanting	50	HR	\$ _____	\$ _____
4021	Clearing Miscellaneous Vegetation	240	HR	\$ _____	\$ _____
4022	Heavy Marine Transport Vessel Service	10	HR	\$ _____	\$ _____
4023	Light Marine Transport Vessel Service	25	HR	\$ _____	\$ _____

TOTAL OPTION YR 4 \$ _____

TOTAL BASE + 4 OPTION YEARS \$ _____

Issuing Task Orders

- a. Task orders as necessary to accomplish the work required under this contract may be issued by the Contracting Officer or by an ordering officer(s) duly appointed in writing to act as Ordering Officer specific to this contract.
- b. Each task order shall have specific quantities with maximum allowable time frames. No individual task order will be issued for less than the specified minimum nor more than the specified maximum. However, orders will be placed for a wide range of varying quantities within the specified quantities. Upon receipt of a task order, by the Contractor, the Contractor shall have five normal work days to begin work. Aggregate totals for some bid items may exceed the individual estimated amount and some bid items may not be required during the contract period. Listed are task order schedules:

Dollar Ranges	Maximum Allowable Time
\$ 2,000 - \$ 30,000	15 - 30 days
\$ 30,001 - \$ 75,000	31 - 45 days
\$ 75,001 - \$150,000	46 - 90 days
\$150,001 - \$500,000	91-120 days

- c. Performance period for task orders are based on the schedule above. The schedule does not take into account weather delays which will be allowed when the weather or conditions resulting from weather severely impact or prohibit performance of specified work. The Contracting Officer shall be the sole judge of weather delays and determining severe impact, his/her decision will be final. All specified time in schedule is based on normal work days. Time stated for completion on task order shall include site cleanup, as applicable.

Required Insurance

- a. As required by the contract clause entitled "Insurance-Work on a Government Installation", the Contractor shall, furnish to the Contracting Officer, prior to the commencement of work, a certificate or written statement as evidence of the minimum insurance listed below. The Contractor shall procure and maintain such types and amounts of insurance during the entire period of his performance under this contract. The Contractor shall assure that the certificate or written statement is in accordance with required wording indicated in paragraph b of the aforementioned Contract Clause.

- (1) Workmen's compensation - - Amounts required by applicable jurisdictional statutes.
- (2) Employer's Liability Insurance - - \$100,000.
- (3) Comprehensive General Liability Insurance - - (No property damage liability insurance is required)

Bodily Injury -- \$500,000 per occurrence

- (4) Comprehensive Automobile Insurance

Bodily Injury -- \$200,000 each person
\$500,000 each accident

(b) Certificates of insurance should be submitted to the following address:

Department of the Army
St. Louis District Corps of Engineers
Rivers Project Office
ATTN: Karen Watwood
301 Riverlands Way
West Alton, MO 63386

SECTION C -1 GENERAL INFORMATION

1.1 SCOPE OF WORK. Work covered by this contract and its respective task orders against this contract shall consist of performing vegetative management services in accordance with the performance-based specifications contained herein and contained in task orders issued against this contract. Location of the work to be performed shall be at the Mississippi River Nine Foot Navigation Project, Lock and Dam 24 Project, Pike County, Missouri and Pike and Calhoun Counties, Illinois. Lock and Dam 25 Project, Pike and Lincoln Counties, Missouri and Calhoun County, Illinois. Melvin Price Locks and Dam Project, St. Charles County, Missouri and Madison, Jersey, and Calhoun Counties, Illinois. Locks 27, Dam 27 and Chain of Rocks Canal Project, Madison County, Illinois. General locations of the contract area(s) and contract limits are shown in Technical Exhibit C-6. Directions to contract area(s) are given in Technical Exhibit C-6, Exhibit A for information purposes only. CAUTION: Contract areas may be located in heavily visited public access areas to include the floodplain of the Mississippi and Illinois Rivers and are subject to frequent flooding.

1.2 CONTRACT PERIOD. The period of performance for this contract will be for one year commencing from the date of award with four option years.

1.3 SAFETY. The Contractor shall perform all work in accordance with safety requirements set forth in Corps of Engineers' Manual, EM 385-1-1 entitled, "Safety and Health Requirements Manual", September 1996 copies and any updates which are available at www.hq.usace.army.mil/soh/hqusace_soh.htm. Contractor shall submit, The Contractor's Accident Prevention Program, as required by ER 385-1-1. Sample form can be found in Technical Exhibit C-6, Exhibit B.

1.4 SAFETY EXPOSURE REPORT. At the end of each month the Contractor shall submit, in writing, a safety exposure report. This report shall include (1) the total employee hours worked by employees during the preceding month, and (2) detailed descriptions of any accidents or injuries sustained on the project by their employees during the preceding month, including copies of documents for claims under Workman's Compensation. Sample form can be found in Technical Exhibit C-6, Exhibit C.

1.5 VEHICLES AND VESSELS. The Contractor shall keep all vehicles and vessels clean and in a safe operating condition and shall be clearly marked with identification showing, in one and one-half (1 1/2) inch or larger letters, the Contractor's name, type of business, address, and on both sides of the vehicle. Signs shall be of professional quality and shall be subject to the approval of the Contracting Officer.

1.6 ACCESS. The Contractor shall be responsible for access to and into the contract area(s). Access through Government property to the contract area(s) shall be by routes approved by the Contracting Officer in advance. The Government will provide access (keys) through locked barricades or gates. It shall be the

responsibility of the Contractor to re-lock all locked Government barricades or gates when leaving a contract area. Gates or barricade widths range from twelve feet to twenty-four feet in width

1.7 POST AWARD ORIENTATION. Within five (5) days after Contract award the Contractor shall notify Mrs. Sue Abel, 573-242-3724 to schedule a Post Award Orientation, at the Rivers Project Office, 301 Riverlands Way, West Alton, MO 63386.

1.8 CONTRACTOR REPRESENTATIVE. Contractor shall provide, in writing, to the Contracting Officer, the name or names of a Contractor Representative who will be on site with the authority and power to conduct overall management, coordination, and supervision whenever work specified herein is being performed. The Contractor Representative will serve as the central point of contact with the Government for performance of all work under this contract. The Contractor Representative shall deal directly with the Government for normal day-to-day administration of this contract.

1.9 COMMENCEMENTS, SCHEDULE, AND COMPLETION. The Contractor shall not commence any work prior to the Contracting Officer's approval of a Contractor's Quality Control Program and shall coordinate any and all contractor operations in and around other contractors, work crews, or government employees. When weather conditions or flooding of contract areas will not permit performance of work the Contractor will suspend work until such time as the conditions improve and become suitable for performance of work. No adjustment in contract price will be made for any suspension of work.

1.10 NORMAL WORKING HOURS. The Contractor shall continue and the Government will schedule all work to be performed Monday through Friday, 6:00 a.m. – dusk or as approved in advance by the Contracting Officer.

1.11 CONTRACTOR QUALITY CONTROL PROGRAM. The Contractor shall establish and maintain a complete quality control program for all work required herein assuring the requirements of the contract are provided. The program shall include, but is not limited to Section 1.12 and 1.13.

1.12 INSPECTION SYSTEM. The Contractor shall provide for an inspection system and a method of identifying deficiencies in the quality of work covering the work required herein before the level of performance becomes unacceptable. The inspection system shall specify the phase or area of work to be inspected on a scheduled or unscheduled basis, the work requirement to be inspected, the method of inspection, and the individual(s) who will do the inspection. The system shall include, but is not limited to, inspection of (1) Schedules, (2) Methods of performing work, (3) Materials, (4) Equipment, and (5) Personnel.

1.13 RECORDS SYSTEM. The Contractor shall provide for a records system and file of all inspections conducted by the Contractor and the corrective actions taken. This documentation shall be made available to the Government during the contract period.

1.14 UNUSUAL CONDITIONS. The Contractor shall immediately inform the Contracting Officer in writing of any unusual conditions observed such as dumping, vandalism or damages.

1.15 REMOVAL OF MATERIALS AND RUBBISH. Before final payment is made, the Contractor shall remove from the site of work, all their equipment and unused materials, and any waste materials and rubbish resulting from the operations performed herein. The Contractor shall properly dispose of materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., within the right-of-way limits such that harmful debris will not enter project lands, lakes, ditches, rivers, canals, waterways, or reservoirs.

1.16 FLOOD DEBRIS. The Contractor shall not be responsible for removal of flood debris as a result of flooding. The Contractor shall notify the Contracting Officer within seventy two (72) hours of any flood debris deposited on areas during task order work periods.

1.17 EQUIPMENT/MATERIAL STORAGE. The Contractor may store equipment and materials at the work site during continuous working days as approved in advance by the Contracting Officer. Equipment

shall be removed from the work site within twenty-four (24) hours after the completion of the work described within the task order. The Government assumes no responsibility for the safety or security of equipment left on Government property.

SECTION C-2
DEFINITIONS AND ACRONYMS

2.1 CONTRACTOR. The term Contractor refers to the prime Contractor and all contractor employees and personnel. The prime Contractor shall be responsible for ensuring all subcontractors comply with the provisions of this contract.

2.2 CONTRACTOR REPRESENTATIVE. A foreman or superintendent, assigned to represent the interests of the contractor with regards to all matters involving the contract.

2.3 CONTRACTING OFFICER (CO). The term "Contracting Officer" shall mean the person executing this contract on behalf of the Government, and any other officer or civilian employee who is properly designated Contracting Officer; and the term shall include, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of their authority.

2.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR). An Individual designated in writing by the Contracting Officer to be responsible for administration of the contract and Quality Assurance Representative.

2.5 QUALITY CONTROL. The term "Quality Control" refers to action taken by the Contractor and/or their personnel to document, inspect, and control performance of services to ensure they meet the specifications and requirements of this contract.

2.6 QUALITY ASSURANCE. The term "Quality Assurance" refers to action taken by the Government to ensure the Contractor's quality control system is functioning and effective, and the Contractor is providing services, which are in accordance with this contract.

2.7 Q.A.S.P. Quality Assurance Surveillance Plan.

2.8 C.D.R. The Control Deficiency Report is a written record of unsatisfactory performance by the Contractor as observed by the Quality Assurance Inspector.

2.9 ACCIDENT REPORTING. An accident constitutes any and all incidents or acts involving the Contractor, which may or may not have caused obvious damage to persons or property. All accidents shall be reported to the Contracting Officer within 24 hours of the occurrence. All serious accidents (those resulting in death or injury requiring medical attention) shall be reported immediately.

2.10 FLOOD AND STORM DEBRIS. Large amounts of floatsom (logs, trees, manmade trash), silt, trees and etc damaged or floated in due to results of flooding and storms.

2.11 LITTER AND DEBRIS. Trash and animal remains shall include, but are not limited to, all garbage, paper, metal, plastic and glass materials, including cigarette butts and bottle caps, unused snow removal materials including sand, cinders and salt, mud, gravel, vegetation growth (includes growing within cracks, and expansion joints) extinguished fire ring trash materials, grass clippings, tree limbs, sticks, rocks, and dead fish and animals and/or remains. Areas generally include but are not limited to parking lots, sidewalks, roadways and their shoulders, finished mowed areas and shorelines to the water's edge to include rip rap areas around and/or along roadways.

2.12 TREE LIMBS. Tree limbs, including all branches and sticks not larger than one (1) inch in diameter and three (3) feet in length, and other similar sized natural debris not deposited by floodwaters.

SECTION C-3
GOVERNMENT – FURNISHED PROPERTY AND SERVICES

3.1 EQUIPMENT TO BE FURNISHED BY THE GOVERNMENT. The Government will provide to the Contractor for use only in connection with the scope of this contract, the following equipment:

3.1.1 GRASS DRILL. Grass drill will be Truax model 816, 16 row, 8 inch spacing, planting 10 feet overall, 12 feet overall width, with 3 point hitch and detachable tongue, hydraulic cylinder with hoses for transport, capable of planting the necessary seed required in one pass, in good condition. Hydraulic hoses are fitted with John Deere quick couplers. The Contractor shall restore to original condition any modifications to Government furnished equipment prior to delivery of Government furnished equipment to the Government. The value of the Government owned Truax grass drill to be used by the Contractor in performance of this work is \$10,000.

3.2 MATERIALS FURNISHED BY THE GOVERNMENT. The Government will provide to the Contractor for use only in connection with the scope of the contract, the following described materials. The Government will deliver materials required for operations to the contractor prior to operations at the Rivers Project Office. The Contractor shall evidence receipt of materials by signature and shall be responsible for the storage of delivered materials. All mixed seed not used by the Contractor shall be labeled and returned to the Government at the completion of operations.

3.2.1 HERBICIDES. Herbicides will be herbicide formulations and adjuvant suitable for herbicide application equipment. Herbicides will include a wide range of herbicide products including, but are not limited to, single product applications, multiple product formulation applications and adjuvant. The Government will provide to the Contractor all herbicide information to be used in operations including copies of all herbicide labels, supplemental labels and material safety data sheets within task orders. All mixed herbicides not used by the Contractor shall become the property of the contractor and shall be disposed of in accordance with all Federal, State, and Local regulations.

3.2.2 HYDRAULIC MULCH FIBER. The Government will provide to the contractor all hydraulic mulch fiber product information to be used in operations including copies of all product labels and material safety data sheets within task orders. All mixed mulch fiber unused still in original containment shall be returned to the Government. Any mixed mulch fiber not in original containment shall become the property of the Contractor and shall be disposed of in accordance with all Federal, State, and Local regulations.

3.2.3 HYDRAULIC ORGANIC TACKIFIER. The Government will provide to the Contractor all hydraulic organic tackifier product information to be used in operations including copies of all product labels and material safety data sheets within task orders. All mixed organic tackifier unused still in original containment shall be returned to the Government. Any mixed organic tackifier not in original containment shall become the property of the Contractor and shall be disposed of in accordance with all Federal, State, and Local regulations.

3.2.4 SEED. Seed will be grass, legume and/or grain seed suitable for broadcast seeding or planting equipment. Seed will include a wide range of grass, legume or grain seed including, but not limited to, turf grasses, forage grasses, prairie grasses, lespedezas, clovers, wheat, sunflower, corn, and milo. The Government will provide to the contractor all seed product information to be used in operations including copies of all labels.

SECTION C-4
CONTRACTOR-FURNISHED PROPERTY/MATERIALS

4.1 EQUIPMENT FURNISHED BY THE CONTRACTOR. All equipment used in the performance of this contract shall be of suitable size and type to comply with the requirements of this contract.

4.1.1 HEAVY MARINE TRANSPORT VESSELS. Heavy marine transport vessels shall be an appropriate marine barge, boat or combination transport vessels capable of transporting Contractor furnished tractors and any Contractor or Government furnished attachments and support equipment and supplies required within this contract up to a maximum equipment and supplies weight of forty thousand (40,000) pounds. The vessel shall be equipped with a minimum of a thirty-foot pedestrian landing/access ramp for ship to shore access. Heavy marine transport vessels shall meet all Federal, State, and Local requirements to include: licenses, titles, safety equipment, etc.

4.1.2 LIGHT MARINE TRANSPORT VESSELS. Light marine transport vessels shall be an appropriate marine barge, boat or combination transport vessels capable of transporting Contractor furnished tractors and Contractor or Government furnished attachments and support equipment and supplies required within this contract up to a maximum equipment and supplies weight of fifteen thousand (15,000) pounds and a minimum of ten thousand (10,000) pounds. The vessel shall be equipped with a minimum of a thirty-foot pedestrian landing/access ramp for ship to shore access. Light marine transport vessels shall meet all Federal, State, and Local requirements to include: licenses, titles, safety equipment, etc.

4.2 HERBICIDE APPLICATOR AND OPERATOR LICENSES. All personnel required to perform herbicide applications shall be properly licensed and shall include photocopy of the license(s) to the Contracting Officer and shall, except as otherwise provided herein, be furnished by the Contractor.

4.3 MUCLH. Landscape quality organic, dark hardwood mulch. Black walnut mulch is not acceptable in performance of this contract.

SECTION C – 5
VEGETATIVE MAINTENANCE REQUIREMENTS

5.1 DESCRIPTION OF THE WORK. The Contractor shall perform litter pickup, mowing, trimming, herbicide application, disking, harrowing, cultipacking, seeding, planting, mulching, wood chipping, stump grinding, tree transplanting, and vessel services. The following described work at times and in areas as directed by task orders issued against this contract and in accordance with the following. Traditional / historic service amounts are given in Technical Exhibit C-6, for informational purposes only.

5.2 LITTER PICKUP. The Contractor shall pick up and remove all litter and tree limbs, and sweep sidewalks from April 1 through October 31, at times and in areas, not including any areas under water, under task orders issued against this contract in accordance with the following. The Contractor shall collect, remove and deposit all litter on the day of collection in dumpsters located in the immediate area.

5.3 MOWING. The Contractor shall mow such that no uncut strips of vegetation remain and there is an even cut appearance. The Contractor shall remove all grass clippings and debris generated by this contract after completion of work from all roadways, signs, sidewalks, and other facilities within each contract area. The Contractor shall not mow when ground conditions are such that mowing operations will cause wheel rutting. The Contractor shall mow areas under task orders issued against this contract in accordance with the following.

5.3.1 TRIMMING. Trimming shall be generally around perimeter rock, barrier post, along edges of rip rap, culverts, fences, grills, trash receptacles, picnic tables, buildings, signs, guard posts, walks, trees, shrubs, shrub beds, and similar items. Trimming may also be along or around parking lots, ditches, and similar areas of which the terrain is too uneven or hazards exist and the area cannot be maintained by other means. NOTE: UNDER NO CIRCUMSTANCES SHALL TREES OR SHRUBS BE DAMAGED BY TRIMMING EQUIPMENT, reference contract clause FAR 52.237-2.

5.3.2 TYPE I MOWING AND TRIMMING. The Contractor shall mow and trim trees up to one (1) inch diameter measured one (1) foot above the ground level, weeds, and grasses to a height of not less than six (6) inches or more than twelve (12) inches from ground level. The Contractor shall provide the capability to simultaneously mow Chain of Rocks Canal East and West Levees and Sub levees. Type I mowing and trimming will only be performed at the Chain of Rocks Canal East and West Levees and Sub Levees.

5.3.3 TYPE II MOWING AND TRIMMING. The Contractor shall mow and trim trees up to one (1) inch diameter measured one (1) foot above the ground level, weeds, and grasses to a height of not less than six (6) inches or more than twelve (12) inches from ground level. Type II mowing and trimming will be performed at all other locations.

5.3.4 TYPE III MOWING AND TRIMMING. The Contractor shall mow and trim weeds and grasses to height of not less than two (2) inches or more than four (4) inches from ground level.

5.3.5 TYPE IV MOWING AND TRIMMING. The Contractor shall mow and trim trees up to two (2) inch diameter measured one (1) foot above the ground level, weeds, and grasses to a height of not less than four (4) inches or more than eight (8) inches from ground level.

5.3.6 TYPE V MOWING AND TRIMMING. The Contractor shall mow and trim trees up to four (4) inch diameter measured one (1) foot above the ground level, weeds, and grasses to a height of not less than four (4) inches or more than eight (8) inches from ground level.

5.3.7 TYPE VI MOWING AND TRIMMING. The Contractor shall mow and trim weeds and grasses to a height of not less than two (2) inches or more than four (4) inches from ground level.

5.3.8 TYPE I TRIMMING. The Contractor shall trim weeds, brush, small trees and grasses at heights of not less than two (2) inches or more than four (4) inches from ground level on areas outside mowing limits such as rip rap, ditches and etc.

5.4 HERBICIDE APPLICATION. The Contractor shall apply herbicide completely, uniformly and overlapping so that no areas remain untreated, in accordance with the manufacturers label directions. Herbicide applications may include direct applications to target pests located on water or land areas, on areas where surface water is present or absent, or on inter-tidal areas below or above the mean high water mark. The Contractor applicators and operators shall be properly licensed with the applicable State agency and shall follow all Federal, State, and Local regulations. **NOTE: UNDER NO CIRCUMSTANCES SHALL NON-TARGET AREAS BE DAMAGED BY HERBICIDE APPLICATION OPERATIONS.** The Contractor shall apply herbicide under task orders issued against this contract, and in accordance with the following.

5.4.1 TYPE I HERBICIDE APPLICATION. The Contractor shall apply herbicide in wide bands of more than one (1) foot in width to areas typically including, but not limited to, riprap embankments, stone roadways, open fields, and other large areas.

5.4.2 TYPE II HERBICIDE APPLICATION. The Contractor shall apply herbicide in narrow bands of no more than one (1) foot in width to areas typically including, but not limited to, around perimeter rock, barrier posts, along edges of rip rap, culverts, fences, grills, trash receptacles, picnic tables, buildings, signs, guard rail posts, walks, trees, shrubs, shrub beds and similar items, and small isolated weed areas.

5.4.3 TYPE III HERBICIDE APPLICATION. The Contractor shall apply herbicide in overlapping narrow bands to areas including, but not limited to, woody encroachments, road shoulders, ditches, and other fragmented areas.

5.5 DISKING / HARROWING / CULTIPACKING. The Contractor shall prepare areas by disking, harrowing, or cultipacking, in accordance with manufactures or industrial standards for seedbed preparation.

5.6 BROADCAST SEEDING. The Contractor shall broadcast grass, legume, or grain seeds with right angle overlaps, each pass at 1/2 rate of each seed type. The Contractor shall be responsible for ensuring adequate supplies of seed are provided in seed containers at all times during seeding. The Contractor shall be responsible for adjusting the calibration of the equipment before, at the very beginning, and at each five acre intervals until rates have been established within plus or minus two percent (2%), and repeatedly throughout the operation, checking the calibration by recording the amount of seed applied versus the acreage covered to ensure that the proper rates are being applied.

5.7 HYDRAULIC SEEDING. The Contractor shall hydraulically apply seed, hydraulic mulch fiber, and hydraulic organic tackifier in areas, in accordance with manufactures recommendation for hydraulic seeding. The Contractor shall be responsible for ensuring adequate supplies of seed, fiber, and tackifier are provided and adequately mixed in mixing containers at all times during seeding.

5.8 PLANTING. The Contractor shall plant completely and uniformly, so that each pass is adjacent to the previous pass such that no unplanted strips remain, with coulters or packer wheels engaged, in accordance with the following:

5.8.1 TYPE I PLANTING. The Contractor shall plant grass, legume, or grain seed completely and uniformly utilizing the Government furnished grass drill.

5.8.2 TYPE II PLANTING. The Contractor shall plant legume or grain seeds completely and uniformly utilizing No-Till Planting methods, suitable for corn and Milo seed.

5.9 MULCHING. The Contractor shall furnish, deliver, and install landscape quality organic, dark hardwood, mulch for use around trees, shrubs, picnic sites, along trails, and for other similar vegetative and park management projects.

5.10 WOOD CHIPPING. The Contractor shall completely and uniformly chip limbs up to four (4) inches in diameter, to include branches and small trees and shall dispose and place wood chips at the work site.

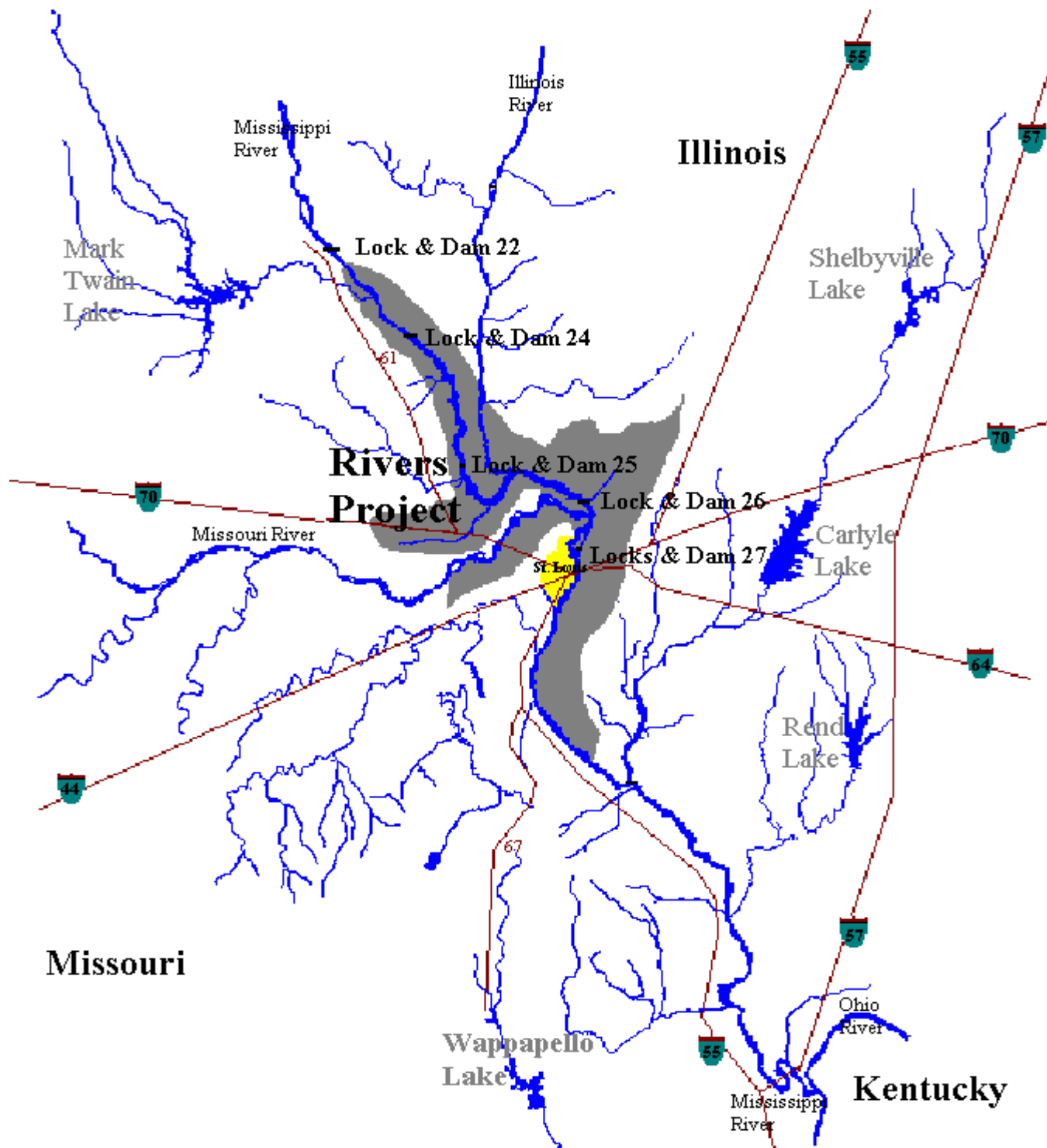
5.11 STUMP GRINDING. The Contractor shall grind stumps up to thirty-two (32) inches in diameter to a depth of up to eight (8) inches below surrounding ground levels and place all generated wood chips resulting from this operation in the immediate area.

5.12 TREE TRANSPLANTING. The Contractor shall transplant trees up to a four (4) inch diameter, a forty (40) inch minimum and fifty-two (52) inch maximum ball diameter, and a forty (40) inch minimum ball depth. Trees shall be transplanted within the same area or to areas within a fifteen (15) mile radius of the original tree site. The tree being transplanted shall be located in the center of a removed plug at the transplant site. Unless otherwise specified, the Contractor shall place the removed plug at the transplant site in the original tree site. The Contractor shall perform the transplanting process so that no branches or bark are harmed.

5.13 CLEARING MISCELLANEOUS VEGETATION. The Contractor shall perform clearing and removal of **vegetation** from uncommon areas in riprap, shorelines, ditches, trails, closure structures, culverts and other facilities.

5.14 MARINE TRANSPORT VESSEL SERVICE. The Contractor shall provide heavy and light marine vessel services transport of Government and Contractor furnished materials and equipment to remote sites along the Mississippi and Illinois Rivers and sloughs such that vegetative maintenance operations may be performed on sites non-accessible directly by land.

APPENDIX A
GENERAL VICINITY



SECTION 6
TECHNICAL PROVISIONS
EXHIBIT A

DIRECTIONS TO CONTRACT AREAS AND FACILITIES
AND
TRADITIONAL / HISTORIC LITTER PICKUP CONTRACT LIMITS

The following directions and location map to contract areas is provided **FOR INFORMATION ONLY** to give bidders approximate locations and contract limits of services traditionally/historically performed.

POOL 24

(24-1) LOCK AND DAM 24 ADMINISTRATION AREA

Directions. Located in Clarksville, Missouri, just off Highway 79, two blocks east.

Litter Pickup Contract Limits. None.

(24-2) LOCK AND DAM 24

Directions. Located in Clarksville, Missouri, just off Highway 79, two blocks east.

Litter Pickup Contract Limits. None.

(24-3) LOCK AND DAM 24 ACCESS AREA

Directions. Located in Clarksville, Missouri, just off Highway 79.

Litter Pickup Contract Limits. The area within the perimeter from behind the City's restrooms to the security fence along the lock chamber and office, and between the railroad tracks to the river's edge and to the four-foot fence along the lock chamber. Includes the finish mowed areas, rip rap, parking lots, roadway, shelter, kiosk, and the overlook.

(24-4) RIVERLANDS OFFICE

Directions. Located in Clarksville, Missouri, just off Highway 79, one block east. 105 S. First Street.

Litter Pickup Contract Limits. None.

(24-5) SILO ACCESS AREA

Directions. Located in Missouri, just off Highway 79, 2-3 miles North of Clarksville, Missouri.

Litter Pickup Contract Limits. The area within the perimeter from Highway 79 to the river's edge and from the creek to twenty feet beyond the mowing limits. Includes the finish-mowed areas, riprap, parking lot, roadway, boatramp, and campfire rings.

(24-6) TWO RIVERS SOUTH ACCESS AREA

Directions. Located in Illinois, just East of the Highway 54 Mississippi River Bridge; it is next to the Two Rivers Marina/Lighthouse Restaurant. There is a concrete boat ramp, courtesy dock, and a 50-car parking lot.

Litter Pickup Contract Limits. The area within the perimeter from Highway 54 to the edge of the Lighthouse Restaurant's parking lot and sidewalks, and to the river's edge; from the entrance off the highway to the river's edge. Includes the finish mowed areas, rip rap, parking lot, roadway, boatramp, courtesy dock, and twenty feet beyond each area.

(24-7) TWO RIVERS NORTH ACCESS AREA

Directions. Located in Illinois, east of the Highway 54 Mississippi River Bridge. ½ mile east of the bridge, turn north on county road 386N, turn on the first gravel road to the left (.1 mile). Follow this road 1.2 miles. Go over the levee to the access area. There is a concrete boat ramp, a 75-car parking lot, and bank fishing opportunities.

Litter Pickup Contract Limits. The area within the perimeter from the landside of the levee to the river's edge and from twenty feet beyond mowing limits. Includes the finish mowed areas, rip rap, parking lot, roadway, boatramp, and twenty feet beyond each area.

(24-8) GOSLINE ACCESS AREA

Directions. Located in Illinois, East of the Highway 54 Mississippi River Bridge. Approximately ½ mile east of the bridge, take 386N south. This road, approximately 1 mile, will take you directly to the access area up and over the levee. A gravel boat ramp, a 15-car parking lot, and bank fishing are available.

Litter Pickup Contract Limits. The area within the perimeter from the landside of the levee to the river's edge and from the gate and cable to twenty feet beyond mowing limits. Includes the finish mowed areas, rip rap, parking lot, roadway, boatramp, campsites, and twenty feet beyond each area.

(24-9) WILLOW SOUTH ACCESS AREA

Directions. Located in Illinois, East of the Highway 54 Mississippi River Bridge. Approximately ½ mile east of the bridge take 386N north. Continue approximately 3 miles along blacktop to 100 yards before the bridge and the blacktop ends; and make a left onto 1750E. Continue approximately 2 miles to access. The access is over the first levee crossing.

Litter Pickup Contract Limits. The area within the perimeter from the slough to the river's edge and twenty feet beyond mowing limits. Includes the finished mowed areas, riprap, parking lot, roadway, boatramp, and twenty feet beyond each area.

(24-10) WILLOW NORTH ACCESS AREA

Directions. Located in Illinois, East of the Highway 54 Mississippi River Bridge. Approximately ½ mile east of the bridge take 386N north. Continue approximately 3 miles along blacktop to 100 yards before the bridge and the blacktop ends; and make a left onto 1750E. Continue approximately 2 miles to access. The access is over the second levee crossing.

Litter Pickup Contract Limits. The area within the perimeter from the landside of the levee to the river's edge and from twenty feet beyond mowing limits. Includes the finish mowed areas, rip rap, parking lot, roadway, boatramp, and twenty feet beyond each area.

(24-11) CINCINNATI LANDING ACCESS AREA

Directions. Located in Illinois. Take Highway 96 to New Canton. Make a left onto Mississippi Street. Follow the road until you get to the Patriot Seed Co. Follow the road left around the building, the road turns to gravel. Follow this road until you come to the first crossroad. Turn right onto county road 1450N. Follow this road 4.3 miles. Go over the levee and turn left in front of the cabin. The area has a one lane concrete ramp and 15-car parking lot.

Litter Pickup Contract Limits. The area around the parking lot and boatramp. The perimeter is from the base of the levee and twenty feet up the slope, to the river's edge and twenty feet beyond mowing limits. Includes the finish mowed areas, rip rap, parking lot, roadway, boatramp, and twenty feet beyond each area.

(24-12) PLEASANT HILL ACCESS AREA

Directions. Located in Illinois. Take Highway 96 to Pleasant Hill. At the 4-Way stop, turn onto S. Main Street, go over the railroad tracks, and take a right onto King Rd/250N. Go .8 miles. As soon as you cross the bridge, make a left onto 2522E. Go approximately 3.5 miles down gravel road and cross an old bridge, take a right onto 3640N and immediately to 3630N. A gravel boat ramp and bank fishing are available.

Litter Pickup Contract Limits. The area within the perimeter from the land side of the levee along the road to the river's edge and along the road to the gate, between the river's edge and up the slope of the levee. Includes the finish mowed areas, rip rap, parking lot, roadway, boatramp, and twenty feet beyond each area.

POOL 25

(25-1) LOCK AND DAM 25 ADMINISTRATION AREA

Directions. Located East of Winfield, Missouri. Take Highway N east approximately 3 miles, to County

Road 957, to the Public Use Area and Lock and Dam 25.

Litter Pickup Contract Limits. None.

(25-2) LOCK AND DAM 25 SPUR DIKE

Directions. Access available through either Winfield Access Area or Foley Access Area.

Litter Pickup Contract Limits. None.

(25-3) WINFIELD ACCESS AREA

Directions. Located East of Winfield, Missouri. Take Highway N east approximately 3 miles, to County Road 957, to the Public Use Area and Lock and Dam 25. Approximately 3 miles from Winfield, it offers bank fishing, a visitor overlook and picnic sites.

Litter Pickup Contract Limits. The area inside a perimeter from the start of the entrance road to the river's edge, security/safety fence, and twenty feet beyond mowing limits. Includes the finish mowed areas, rip rap, parking lot, roadway, sidewalks, building entrances, trails, overlooks, and twenty feet beyond each area.

(25-4) FOLEY ACCESS AREA

Directions. Located East of Foley, Missouri. Take Highway 79 to Foley, Missouri, turn right at the 4-Way stop, head down gravel road, merge left where another county road merges and head to the river, up and over the levee. A gravel boat ramp and parking lot are available.

Litter Pickup Contract Limits. The area inside a perimeter from the landside of the levee at the road crossing, too the river's edge and along the levee between the two levee gates. Includes the finish mowed areas, gate areas, rip rap, parking lot, roadway, levee road, and twenty feet beyond each area.

(25-5) HURRICANE ACCESS AREA

Directions. Located North of Foley, or South of Elsberry, Missouri. Take Highway 79 to Highway M to the end of the blacktop. Continue straight, and then merge right at the crossroad. Follow this road around to the first levee crossing. This brings you up and over the levee to the gravel parking lot.

Litter Pickup Contract Limits. The area inside a perimeter from the land side of the levee at the road crossing, to the river's edge, along the shoreline one hundred feet each direction, and twenty feet beyond the mowing limits. Includes the finish mowed areas, rip rap, parking lot, roadway, boatramp, and twenty feet beyond each area.

(25-6) RIVERLANDS ACCESS AREA

Directions. Take the same directions as for Hurricane Access only Riverlands Area I access will be the Second Levee crossing. (This area is signed as Hurricane Access, also)

Litter Pickup Contract Limits. The area inside a perimeter from the land side of the levee at the road crossing, to the river's edge, along the shoreline one hundred feet each direction, and twenty feet beyond the mowing limits. Includes the finish mowed areas, rip rap, parking lot, roadway, boatramp, and twenty feet beyond each area.

(25-7) GILEAD ACCESS AREA

Directions. Located in Illinois between Hamburg and Batchtown. Take blacktop Mississippi River Road. Turn onto gravel road 178N-W, Gilead Lane, to the access area. This gravel boat ramp and parking lot also offers bank fishing at approximately River Mile 250.5

Litter Pickup Contract Limits. The area inside a perimeter from the entrance gate to the river's edge, along the shoreline one hundred feet each direction, and twenty feet beyond the mowing limits. Includes the finish mowed areas, parking lot, roadway, boatramp, and twenty feet beyond each area.

POOL 26

(26-1) MELVIN PRICE LOCKS AND DAM ADMINISTRATION AREA

Directions. Located in Alton, Illinois. Go north on US 67; proceed over the Clark Bridge to a stoplight. At the stoplight, take a right hand turn onto Highway 143E, follow this for approximately 2 ½ miles and

take a right hand turn onto Lock and Dam Way. Administration building is located at the end of this road.

Litter Pickup Contract Limits. Included with Illinois Esplanade Access Area.

(26-2) WOOD RIVER LEVEE

Directions. Located in Alton, Illinois. Go north on US 67; proceed over the Clark Bridge to a stoplight. At the stoplight, take a right hand turn onto Highway 143E, follow this for approximately 2 miles. Turn right at the second road on your left, sign says "Alton Bridge".

Litter Pickup Contract Limits. None

(26-3) NATIONAL GREAT RIVERS MUSEUM

Directions. Proceed as if to Melvin Price L&D Admin. Area. Museum is located on the left of Lock and Dam Way.

Litter Pickup Contract Limits. Included with Illinois Esplanade Access Area.

(26-4) ILLINOIS ESPLANADE ACCESS AREA

Directions. Located in Alton, Illinois. Take U.S. 367N to U.S. 67 across the Clarke Bridge. Take a right onto 143 at the stoplight. Proceed for approximately 2 ½ miles and take a right onto Lock and Dam Way at the stoplight. Follow Lock and Dam Way straight for about ½ mile.

Litter Pickup Contract Limits. From the intersection of Illinois Highway 143 to the cable barricades and all areas including the finish mowed areas, the water borne toilet building, sidewalks, shelter and pad, parking areas and entrance road, except the interior of the Visitor Center buildings from the intersection of Illinois Highway 143 to the Visitor Center, to include and up to, the center line of the levee and to the waters edge.

(26-5) MELVIN PRICE LOCKS AND DAM SPUR DIKE / MISSOURI ACCESS ROAD

Directions. Located in West Alton, Missouri. Go north on U.S. 67; take last right before the Clark Bridge on Riverlands Way.

Litter Pickup Contract Limits. Included with Ellis Bay Access Area.

(26-6) MELVIN PRICE LOCKS AND DAM OVERFLOW DIKE

Directions. Located in West Alton, Missouri. Go north on U.S. 67; take last right before the Clark Bridge on Riverlands Way.

Litter Pickup Contract Limits. None

(26-7) RIVERS PROJECT OFFICE ADMINISTRATION AREA

Directions. Located in West Alton, Missouri. Go north on U.S. 67; take last right before the Clark Bridge on Riverlands Way. Follow Riverlands Way approximately ½ mile and turn left into RPO parking lot.

Litter Pickup Contract Limits. The area inside a perimeter line from fifty feet beyond the edges of and including the finish mowed areas, the paved trail to the overlook, the overlook, buildings, sidewalks, parking lot and entrance road, except the interior of the buildings.

(26-8) RIVERS PROJECT STORAGE AREA

Directions. Proceed as if to RPO Admin. Area, except follow Riverlands Way another 2 miles down and turn right onto gravel road to the warehouse.

Litter Pickup Contract Limits. The area inside a perimeter line from the intersection of the toes of the raised berm at Spur Dike Levee (Riverlands Way), including the finish mowed areas, the buildings, sidewalks, parking lots and entrance road, except the interior of the buildings.

(26-9) ENVIRONMENTAL DEMONSTRATION AREA

Directions. Located in West Alton, Missouri. Go north on U.S. 67; take last right before the Clark Bridge on Riverlands Way.

EDA is the land off to the left and right of this road.

Litter Pickup Contract Limits. Trail and fifty feet each side.

(26-10) ELLIS BAY ACCESS AREA

Directions. Proceed as if to RPO Admin. Area, except continue going straight past RPO building. About $\frac{3}{4}$ of a mile after RPO there is an access lot off to the left. Another access lot, with a comfort station, is located on the left about another $\frac{3}{4}$ of the mile down Riverlands Way.

Litter Pickup Contract Limits. Fifty feet each side of and including the Missouri Access Road (Riverlands Way) from the intersection of the Highway 67 Outer Road and the Missouri Access Road (Riverlands Way) to the Maple Island Access Area entrance road; fifty feet each side of and including the adjacent parking lots and entrance road (excluding Rivers Project Administration Office and Storage Area contract limits), comfort station and sidewalks to include rip rap along roadway.

(26-11) MAPLE ISLAND ACCESS AREA

Directions. Proceed as if to RPO Storage Area, except do not turn right, and continue going straight. The paved road will turn into a gravel road. The access area is at the end of the gravel road.

Litter Pickup Contract Limits. Fifty feet each side of and including the parking lot, adjacent stone breakwater and the boat ramp; thirty feet each side of and including the entrance road from the intersection of Missouri Access Road (Riverlands Way) with the entrance road to the parking lot to include rip rap area from LD 26 south around parking lot to far side of boat ramp to include rip rap jettie.

(26-12) TEAL POND ACCESS AREA

Directions. Proceed as if to RPO Admin. Area, except after on Riverlands Way, take first right hand turn onto Wise Road, followed by an immediate right into the gravel lot.

Litter Pickup Contract Limits. Fifty feet each side of and including the parking lot, boat ramp, Wise Road from the intersection of Missouri Access Road (Riverlands Way) with Wise Road to the US Government boundary, and fifty feet each side of and including the adjacent Spur Dike levee road and adjacent jetties from the parking lot to U.S. Highway 67 access gate, to include rip rap from fiscal around to second jettie.

(26-13) LINCOLN SHIELDS ACCESS AREA

Directions. Proceed as if Rivers Project Office Administration Area. Once on Riverlands Way, take an immediate left hand turn. Follow this road approximately 1 mile (goes underneath the Clark Bridge) and take second right hand turn. There will be Lincoln Shields Recreation sign there.

Litter Pickup Contract Limits. The parking lot, the boat ramps and the entrance road from the intersection of the U.S. Highway 67 Outer Road, the asphalt bike trail, and all adjacent areas to the waters edge from a north/south line perpendicular to the waters edges at the end of the asphalt bike trail to the most direct lines straight to the water edges northeast and northwest from the entrance road intersection with U.S. Highway 67 Outer Road to include all riprap areas.

(26-14) ELLIS ISLAND ACCESS AREA

Directions. Proceed as if to Lincoln Shields Access, except take first right hand turn, into a gravel parking lot.

Litter Pickup Contract Limits. Thirty feet each side of and including the parking lot and, the entrance road from the intersection of U.S. Highway 67 Outer Road with the entrance road; all mowed areas up to a one hundred foot wide area from the parking lot to the river's waters edge adjacent to the Lincoln Shields Roads contract limits to include riprap areas.

(26-15) ELLIS LAKE ACCESS AREA

Directions. Proceed as if to Lincoln Shields Access Area, except do not turn; keep going straight until you reach a stop sign. At the stop sign, take a right (one-way) onto U.S. 67S for approximately $\frac{1}{2}$ mile and take right hand turn into gravel lot.

Litter Pickup Contract Limits. Fifty feet each side of and including the parking lot and the entrance road from the intersection of U.S. Highway 67 roadway with the entrance road, all of the adjacent levee from the stone bike trail to U.S. Highway 67 roadway; ten feet each side of and including the stone bike trail from the intersection of the asphalt bike trail at Lincoln Shields to the US Government boundary and to include all riprap areas.

(26-16) WEST ALTON LEVEE

Directions. Located in West Alton, Missouri. Go north on Highway 67. Take a left hand turn onto Highway 94. Proceed north on 94 for approximately 2 miles.

Litter Pickup Contract Limits. None.

(26-17) ALTON LAKE ACCESS AREA

Directions. Located in West Alton, Missouri. Go north on U.S. 67, then west, then immediately north onto old 94. Make a right at the Harbor Light sign onto old 94.

Litter Pickup Contract Limits. Thirty feet each side of and including the parking lot, the boat ramp, and the entrance road from the intersection of the county road with the entrance road.

(26-18) ALTA VILLA ACCESS AREA

Directions. Proceed as if to Spatterdock Lake. After taking the first right off old 94, follow Alta Villa road approximately 2 miles till the road meets the water.

Litter Pickup Contract Limits. Fifty feet each side of and including the parking lot, the adjacent county road, and the boat ramp to the Government boundary or to the waters edge.

(26-19) SPATTERDOCK LAKE ACCESS AREA

Directions. Located in West Alton, Missouri. Proceed as if it Alton Lake. Make a left at the Harbor Light sign, and then make the first right off old 94.

Litter Pickup Contract Limits. Fifty feet each side of and including the parking lots and the entrance road from the intersection of the county road with the entrance road.

POOL 27

(27-1) LOCKS 27 ADMINISTRATION AREA

Directions. Located in Granite City, Illinois. Take US 67 north across the Clark Bridge. Take a right onto Highway 143E and follow it for approximately 3 ½ miles. Take exit for Rte. 3 south. Follow Rte. 3 for approximately 6 miles. Take a right turn at sign for Lock 27 and Administration Building is located at the end of the road.

Litter Pickup Contract Limits. None.

(27-2) LOCKS 27

Directions. Located in Granite City, Illinois. Follow same directions as for Administration Building.

Litter Pickup Contract Limits. None.

(27-3) CHAIN OF ROCKS EAST LEVEE, SUBLEVEES AND ROAD

Directions. Take 143W to Route 3S. Proceed south on Rte. 3; take a right hand turn at the second stop light onto New Poag Road. Keep to the left, and the road will take you to the gravel levee road.

Litter Pickup Contract Limits. Fifty feet each side of and including the east levee road and adjacent roads to the access gates from the intersection of the Lewis and Clark entrance road at the U.S. Government boundary to the intersection of Bauer Road.

(27-4) CHAIN OF ROCKS CANAL

Directions. Take US 67 north across the Clark Bridge. Take a right onto Highway 143 E and follow it for approximately 3 ½ miles. Take exit for Rte. 3 South. Follow Rte. 3 for approximately 4 miles and take a right hand turn at intersection of Rte. 3 and New Poag Road.

Litter Pickup Contract Limits. None.

(27-5) REPAIR UNIT LAND

Directions. Take US 67 north across the Clark Bridge. Take a right onto Highway 143 E and follow it for approximately 3 ½ miles. Take exit for Rte. 3 South. Follow Rte. 3 for approximately 4 miles and take a right hand turn at intersection of Rte. 3 and New Poag Road. Follow East Levee Road all the way south to the Corps gate. At the gate, take a left hand turn and proceed straight for approximately ¼ mile. At the end of this road, take a right hand turn and RUL Building is on the left. **Litter Pickup Contract Limits.** None.

(27-6) CANAL ACCESS AREA

Directions. Proceed as if to Canal East Levee road. When on the gravel levee road, proceed south for approximately ½ a mile. Take the first right hand turn off the levee road to the access lot.

Litter Pickup Contract Limits. Fifty feet each side of and including the parking area.

(27-8) CHAIN OF ROCKS WEST LEVEE AND ROAD

Directions. Take 143W to Route 3S. Proceed south on Rte.3, and take a right at the 3rd stop light onto Chain of Rocks road. Continue straight as you go across the Chain of Rocks Bridge and take the first left hand turn off the bridge.

Litter Pickup Contract Limits. Thirty feet each side of and including the west levee road and adjacent roads to the U.S. Government boundaries from the south to the north levee road access gates.

(27-9) DAM 27 ACCESS AREA

Directions. Proceed as if to Canal West Levee road, except keep going straight as you get across the Chain of Rocks Bridge. After approximately 1 mile, the paved road will come to an end. Take a left here onto a gravel road and proceed straight to the access lot.

Litter Pickup Contract Limits. Fifty feet each side of or to, including the parking lot to the outer ditch edges, the government boundary line; the rip rap areas to the water's edge; the entrance road to the ditch edges from the intersection of the Chain of Rocks Road to the parking lot.

**EXHIBIT B
ACCIDENT PREVENTION PROGRAM**

CONTRACTOR NAME: _____ CONTRACT NUMBER: _____

ADMINISTRATIVE PLAN

Willingness to correct safety hazards detected by the Corps is commendable, but a poor substitute for a positive program that prevents or detects and corrects hazards.

Contractor 1	Contract Name & Number 2		Date 3
Project Superintendent 4	Shifts / day 5	Hours / shift 5a	Maximum employees / shift 5b

Superintendent's training in Corps' safety requirements

6

Major Units of Equipment

7

Who will inspect equipment? 8	Inspector's qualifications 8a	Inspection frequency? 8b
Who is responsible for operators' physicals? 9	Location of all records 10	Day and hour weekly safety meeting 11

Who is responsible for employee training? 12	Who will orient new employees? 13
---	--------------------------------------

Who is responsible for clean-up? 14	Where will drinking water be obtained? 15
--	--

Who will investigate accidents? 16	Who is responsible for providing personal protective equipment? 17
---------------------------------------	---

Name Doctors, Hospitals & Ambulance services with whom arrangements have been made for this contract.

Doctor 18	Hospital 18a	Ambulance 18b
--------------	-----------------	------------------

What form of communication will be used to summon ambulance?

18c _____

____ APPROVED

SIGNATURE DATE
CONTRACTOR AUTHORIZED REPRESENTATIVE

SIGNATURE DATE
CONTRACTING OFFICER REPRESENTATIVE

EXHIBIT B

EXHIBIT B
ACCIDENT PREVENTION PROGRAM (CONT')

CONTRACTOR NAME: _____ CONTRACT NUMBER: _____

ADMINISTRATIVE PLAN

Names of first aid attendants having certificates				Type of certificate and expiration date		Names of U.S.C.G. licensed boat operators, type of license and expiration date			
19				19a		20			
21 Fire Fighting Equipment				22 First Aid Kits		23 Wash Facilities		24 Toilets	
No.	Rating	Type	Location	No.	Type	No.	Type	No.	Type

What flammable or combustible liquids or gases will be on job site?

25

Where and how will flammables and combustibles be stored?

26

Who will be responsible for inspection and maintenance of fire fighting equipment?

27

If the Company has a published statement of safety policy, please transmit a copy with the return of your Accident Prevention Program.

On a separate sheet submit your proposed layout of temporary buildings and facilities (including subcontractors) and traffic patterns including access roads, haul roads, R.R.s, utilities, etc.

The _____ will pursue a positive program of training,
(Company)
inspections and hazard control throughout the term of this contract. Mr./ Ms. _____
has the responsibility and authority for enforcing them.

____ APPROVED

SIGNATURE DATE
CONTRACTOR AUTHORIZED REPRESENTATIVE

SIGNATURE DATE
CONTRACTING OFFICER REPRESENTATIVE

CONTRACTOR WORK PLAN

EXHIBIT B
ACCIDENT PREVENTION PROGRAM (CONT')

CONTRACTOR NAME: _____ CONTRACT NUMBER: _____

JOB HAZARD ANALYSIS

1. Contract No.	2. Project	3. Facility	
4. Data	5. Location	6. Estimated Start Date	
7. Item	8. Phase of Work	9. Safety Hazard	10. Precautionary Action Taken

____ APPROVED

SIGNATURE		DATE
CONTRACTOR	AUTHORIZED REPRESENTATIVE	

SIGNATURE	DATE
CONTRACTING OFFICER REPRESENTATIVE	

EXHIBIT C
SAFETY EXPOSURE REPORT
EXAMPLE ONLY
MONTH OF OCTOBER

MOWING 5 PEOPLE AT 6 HOURS PER DAY FOR 10 DAYS = 300 MANHOURS

TRIMMING 2 PEOPLE AT 4 HOURS PER DAY FOR 3 DAYS = 24 MANHOURS

TOTAL MANHOURS FOR THE MONTH OF OCTOBER 324

EXHIBIT D
TRADITIONAL / HISTORIC SERVICES

The following traditional/historical services information is provided **FOR INFORMATION ONLY** to give bidders approximate amounts and locations of services traditionally/historically performed annually in similar previous contracts.

LEGEND: AC = ACRE, LF = LINEAR FOOT , HR = HOUR, SF = SQ FOOT, TN = TON, SY = SQ YARD, FR = ANNUAL FREQUENCY, TOT = TOTAL

POOL	AREA	MOWING																	
		TYPE I			TYPE II			TYPE III			TYPE IV			TYPE V			TYPE VI		
		AC	F R	TOT	A C	FR	TOT	A C	FR	TOT	A C	F R	TOT	A C	F R	TOT	A C	F R	TOT
24	(1)							3	17	51									
24	(2)																		
24	(3)							3	17	51									
24	(4)																		
24	(5)				11	2	22	2	17	34									
24	(6)							1	17	17									
24	(7)				1	3	3												
24	(8)							1	3	3									
24	(9)																		
24	(10)				1	3	3												
24	(11)							1	3	3									
24	(12)				2	3	6												
25	(1)							11	17	187									
25	(2)	47	3	141															
25	(3)							11	17	187									
25	(4)				1	3	3												
25	(5)				1	3	3												
25	(6)				1	3	3												
25	(7)																		
26	(1)																		
26	(2)							1	23	23									
26	(3)										1	25	25						
26	(4)							12	19	228									
26	(5)	8	8	64															
26	(6)																		
26	(7)							4	23	92									
26	(8)	2	23	46				5	23	115									
26	(9)	100	6	600	2	15	30												
26	(10)							22	23	506									
26	(11)	3	11	33															
26	(12)							1	23	23									
26	(13)	3	23	69				9	23	207									
26	(14)	2	8	16															
26	(15)				1	15	15	1	23	23									
26	(16)																		
26	(17)	1	11	11															
26	(18)	1	11	11															
26	(19)	2	11	22															
27	(1)							4	17	68									
27	(2)																		
27	(3)	2050	2	4100															
27	(4)																		
27	(5)	5	14																
27	(6)	2	8					1	23	23									
27	(7)							1	23	23									
27	(8)	450	2	900				20	23	460									
27	(9)	2	7	14							1	7	7						

[illegible]

[illegible]

[illegible]

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

- (1) Postconsumer fiber; and
- (2) Manufacturing wastes such as--
 - (i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
 - (ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.
- (b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.
- (c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

- (a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to

the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2001)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

- ___ Corporate entity (tax-exempt);
- ___ Government entity (Federal, State, or local);
- ___ Foreign government;
- ___ International organization per 26 CFR 1.6049-4;
- ___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) () Have, () have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses; and

(4)(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), () has ()has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 1999)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was

discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the

performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.

___(ii) Alternate I of 52.219-23.

___(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

___(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___(18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

___(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___(ii) Alternate I of 52.225-3.

___(iii) Alternate II of 52.225-3.

___(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

X (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

____(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

X (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

____ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through **one year**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$500**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$25,000**;

(2) Any order for a combination of items in excess of **\$100,000**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **contract completion date**.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed

5 years.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561730**.

(2) The small business size standard is **\$5,000,000**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from
1222 Spruce Street, Rm. 4.207, St. Louis, MO 63103
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor

at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused by the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

- (B) Commencement of processing of the material or its use in contract performance; or
- (C) Reimbursement of the cost of the material by the Government, whichever occurs first.
- (d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.
- (e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.
- (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.
- (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- (4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.
- (f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
- (g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.
- (h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--
- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.
- (i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed

or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain

registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000)

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304)
- ☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- ☒ 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10a-10d, E.O. 10582).
- ☐ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program Alternate I (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ☐ 252.225-7012 Preference for Certain Domestic Commodities.
- ☐ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- ☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (☐ Alternate I) (Section 8064 of Pub. L. 106-259).
- ☐ 252.225-7021 Trade Agreements ☐ Alternate I (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ☐ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- ☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (☐ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- ☐ 252.243-7002 Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).

_____252.247-7023 Transportation of Supplies by Sea (_____Alternate I) (_____Alternate II) (10 U.S.C. 2631).

_X_252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(End of clause)

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)